

**Title:** Financial Analyst Services

**Date:** March 6, 2015

**Requisition Number:** 03330-001-15

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- 1 **BACKGROUND AND SCOPE:** The Green Mountain Care Board (GMCB, or the State) is seeking to establish service agreements with one or more companies that can provide financial analyses of projects subject to Certificate of Need review.
  - 2 **CONTRACT PERIOD:** Contract(s) arising from this request for proposal will be for a period of 12 months with an option to renew for an additional two years. Proposed start date will be May 2015.
  - 3 **SINGLE POINT OF CONTACT:** All communications concerning this Request For Proposal (RFP) are to be addressed in writing to the attention of: Janet Richard, Administrative Services Coordinator, [janet.richard@state.vt.us](mailto:janet.richard@state.vt.us). Attempts by bidders to contact any other party could result in the rejection of their proposal.
  - 4 **COSTS OF PREPARATION:** The bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentation or demonstrations associated with this request and or proposals made. The bidder shall also be solely responsible for the cost of preparing responses to scope of work requests submitted over the course of the contract.
  - 5 **REJECTION RIGHTS:** GMCB may, at any time and at its sole discretion and without penalty, reject any and all proposals as a result of this RFP. Furthermore a proposal may be rejected for one or more of the following reasons or for any other reason deemed to be in the best interest of the State:
    - 5.11.1 The failure of the bidder to adhere to one or more provisions established in this RFP.
    - 5.11.2 The failure of the bidder to submit required information in the format specified in this RFP.
    - 5.11.3 The failure of the bidder to adhere to generally accepted ethical and professional principles during the RFP process.
- Read all instructions carefully. If you do not comply with any part of this RFP, GMCB may, at its sole option, reject your proposal as non-responsive. GMCB reserves the right to waive any requirements contained in this RFP.
- 6 **PUBLIC RECORD DISCLOSURE:**
    - 6.11.1 All proposals shall become the property of the State.
    - 6.11.2 All public records of GMCB are available for disclosure, except for RFPs prior to the release to potential bidders; and proposals and bids received in response to the RFP, until the Contractor and GMCB have executed the contract. At that time, the unsuccessful bidder may request a copy of their own score sheets as well as request to view the successful bidder's proposal at GMCB Central Office.
    - 6.11.3 GMCB will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement is disclosed except those portions specifically marked by the bidder as falling within one of the exceptions of 1, V.S.A., Ch. 5 Sec. 317.
  - 7 **AUTHORITY TO BIND GMCB:** The Executive Director or the Board Chair of GMCB is the only persons who may legally commit GMCB to any contract agreements. The Contractor shall not incur, and GMCB shall not pay, any costs incurred before a contract is fully executed.

**8 SCHEDULE OF EVENTS:**

Bidder's Questions Due	March 13, 2015
Dept. Response to Questions	March 18, 2015
Proposal Due/Closing Date	March 25, 2015
Bid Opening	March 26, 2015
Selection Notification	March 27, 2015
Commencement of Contract	May 2015

**9 QUESTION AND ANSWER PERIOD:** Any vendor requiring clarification of any section of this proposal must submit specific questions in writing to the single point of contact by 4:00 p.m. March 13, 2015. Questions must be e-mailed to the RFP Contact listed Section 3 of this proposal. Any question not raised in writing on or before the last day of the initial question period is waived. Responses to questions will be sent to you on March 18, 2015.

**10 CLOSING DATE & PROPOSAL PACKET DELIVERY:** Your proposal, (all components including hard copies AND e-mail and/or CD copy) whether mailed or hand delivered, must arrive **no later than 3:00 PM, March 25, 2015**. Late responses shall not be accepted and shall automatically be disqualified from further consideration. The method of delivery shall be at your discretion, and shall be at your sole risk to assure delivery at the designated office. GMCB does not take responsibility for any problems in mail or delivery, either within or outside GMCB. Receipt by any other office or mailroom is not equivalent to receipt by GMCB.

**11 PROPOSAL REVIEW:** A review team of knowledgeable individuals will evaluate each proposal. The team members will be from the GMCB. The GMCB shall review all proposals for compliance with RFP procedural instructions. If the procedural instructions are not followed, the proposal shall be considered non-responsive. Non-responsive proposals will be eliminated from further evaluation.

**11.11 Insurance certificate:** As part of the proposal packet the Bidder must provide current certificates of insurance, as set forth in section 13, paragraph 7 of this document. Any questions a bidder may have concerning the necessary insurance coverage must be raised during the question and answer period set out in section 8 of this document. In the absence of a question, and upon contract negotiations the apparently successful bidder must provide a certificate of insurance that meets the minimum coverage specified in section 12 of this document.

**11.12 Proposal Format:**

**11.12.1** Use standard 8.5" x 11" white paper. Documents must be single-spaced and use not less than a twelve point font.

**11.12.2** Send three (3) identical copies of each Program Proposal you are submitting and include a computer file copy of the document on a CD using Microsoft Word or straight text file formats in the proposal packet.

**11.12.3** State your organization's name on each page of your program proposals and on any other information you are submitting.

**11.13** References: Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

**12** **SCORING:** For each program proposal, the four sections outlined in this section (Quality of Bidder Experience, Bidder Capacity, Technical Proposal and Program Costs) must be responded to in your proposal. Proposals will be scored by individual team members. Scoring is intended to clarify strengths and weaknesses of proposals relative to one another and to provide guidance to decision-makers. The sum of the scores of the members will become the proposal's final score. (see criteria for scoring on the following page).

<b>CRITERIA FOR SCORING</b>
<b>1 INFORMATION FROM THE BIDDER</b>
<b>A. Quality of Bidder’s Experience</b>
<ul style="list-style-type: none"> <li>• Provide a description of the bidder’s experience within the past five years providing like financial analyses services specified in this RFP. Specify the scope of services and level of analyses performed by the bidder on such projects.</li> <li>• Describe the bidder’s experience with conducting financial analyses and describe bidder’s experience with like government agencies and health care entities.</li> </ul>
<ul style="list-style-type: none"> <li>• Provide a description of work bidder has been involved with performing financial analyses of public and private sector health care facilities called for in this RFP.</li> </ul>
<b>B. Bidder’s Capacity to Perform</b>
<ul style="list-style-type: none"> <li>• Provide a description of the organizational structure of the bidder. Provide a staff organizational chart that identifies the major operational components of the organization, and the lines of authority and responsibility.</li> <li>• Identify the members of the applicant's Board of Directors, if applicable.</li> </ul>
<ul style="list-style-type: none"> <li>• Organizational Quality – Describe licensures or accreditations of the bidder or organization.</li> </ul>
<ul style="list-style-type: none"> <li>• Explain staff and titles of person(s) providing services specified in this RFP and given assigned staff, the capacity to meet deadlines. Provide the resumes of all staff providing services specified in this RFP.</li> </ul>
<ul style="list-style-type: none"> <li>• Explain experience Managing Contracts of this nature and scope.</li> </ul>
<b>2 TECHNICAL PROPOSAL/PROGRAM SPECIFICATIONS</b>
<b>A. Responsiveness to Specifications</b>
<ul style="list-style-type: none"> <li>• Provide a description of how bidder will respond to scope of work specified.</li> <li>• Describe how the bidder will ensure that all included services will be readily accessible and provided in a timely manner.</li> </ul>
<b>B. Program Cost</b>
<b>Schedule A: Summary Program Costs</b>
<ul style="list-style-type: none"> <li>• Use form Schedule A Budget Submittal Form to itemize your costs.</li> </ul>
<b>Schedule B: Budget Narrative and Assumptions</b>
<ul style="list-style-type: none"> <li>• In narrative form explain how figures for salary, benefits, phone, mileage, etc. costs were determined.</li> </ul>
<b>Schedule C: Related Party Disclosure</b>
<ul style="list-style-type: none"> <li>• In narrative form, disclose all related party relationships including cost purpose and approval process. Disclose any potential conflict of interest with any hospital, nursing home or other health care facility.</li> </ul>
<b>OVERALL TOTAL SCORE</b>

**13 STATE AND AGENCY CUSTOMARY CONTRACTING PROVISIONS:**

**ATTACHMENT C: STANDARD STATE PROVISIONS FOR  
CONTRACTS AND GRANTS**

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2

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CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
  - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
  - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
  - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.)  
Party states that, as of the date the Agreement is signed, he/she:
- a. is not under any obligation to pay child support; or
  - b. is under such an obligation and is in good standing with respect to that obligation; or c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:  
<http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)